

**SCHEDULE A  
COVER SHEET**

Date: March 6, 2009

State of Idaho  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTATIONS  
THIS IS NOT AN ORDER

Requisition Number 09-204

BIDS CLOSE: April 17, 2009 at  
3:00pm mst

**IMPORTANT INSTRUCTIONS:**

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," bid by the "piece"; if we ask for it by the "foot," bid by the "foot," etc.

IDAHO DEPARTMENT OF LANDS

To: These specifications were written by: 300 N. 6<sup>th</sup> St. Ste. 103, Boise, ID 83702-

Phone: (208) 334-0256

Destination: As per project description(s) and map(s)

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		<p>Precommercial Thinning/Cull Removal/Slashing/Pruning Contract No. 09-204, per attached contract terms, and project description(s) and map(s). This contract will be awarded on a project-by-project basis.</p> <p><u>Please sign and return this page with your bid.</u></p> <p>Submit bid on attached bid form (<b>Schedule A</b>).</p> <p><b>FAXED</b> bids will not be accepted.</p> <p>I carry workers' compensation insurance and will furnish a certificate of coverage._____</p> <p>I do not carry workers' compensation insurance._____</p> <p>Bidder's state of domicile _____. Failure to furnish information on state of domicile may result in rejection of bid. In determining "<u>domicile</u>" the following "rule of thumb" will be used; Corporation – where chartered or state of incorporation. Sole Proprietor or Partnership – where permanent headquarters of business is located.</p> <p><b>NOTICE:</b> See attached sheet for explanation of the <b>Idaho Department of Lands Standard Bidder Information.</b></p> <p><b>STATEMENT:</b> My bid on this solicitation is tendered on the basis that the total number of acres awarded to me will not exceed _____ acres.</p>		

Discounts will be accepted but cannot be used to determine the lowest bid.

We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made within \_\_\_\_\_ days from receipt of order.

Delivery requested As per project description(s)

Firm \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ email address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

**Mail your bids to:**

Idaho Department of Lands  
300 N. 6<sup>th</sup> St. Ste. 103  
P.O. Box 83720  
Boise, Idaho 83720-0050

Signed by \_\_\_\_\_

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**ATTACHMENT 1  
BIDDING SCHEDULE A  
CONTRACT NO. 09-204**

**PRECOMMERCIAL THINNING/CULL REMOVAL/SLASHING/WWP PRUNING CONTRACT**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF ACRES	PRICE PER ACRE	TOTAL EXTENDED AMOUNT
PRIEST LAKE Contract No 09-204-100478	Trapper Jack Thin and Prune			
	Unit 1, 3-10, 16-18, Thin Only	334	\$	\$
	Units 2, 11-15 & 19 Thin and Prune	152	\$	\$
	FM #10-478-112-09		<b>TOTAL BID PRICE:</b>	\$
KOOTENAI VALLEY Contract No 09-204-210070	Two Tall Trees Precommercial Thin (PCT) FM #21-070-112-09	50	\$	\$
KOOTENAI VALLEY Contract No 09-204-210079	Chicken Foot PCT FM #21-079-112-09	237	\$	\$
KOOTENAI VALLEY Contract No 09-204-210080	Deep Creek PCT FM #21-080-112-09	70	\$	\$
KOOTENAI VALLEY Contract No 09-204-210081	O.K. Thinning FM #21-081-112-09	80	\$	\$
PEND OREILLE LAKE Contract No 09-204-200643	Happy Blue Thin FM #20-643-112-09	35	\$	\$
PEND OREILLE LAKE Contract No 09-204-200692	Two Mile Thin FM #20-692-112-09	43	\$	\$
PEND OREILLE LAKE Contract No 09-204-200698	2010 Priest River Thin FM #20-698-112-09	220	\$	\$
MICA Contract No 09-204-220036	Cedar Mtn Slashing FM #22-036-704-09	195	\$	\$
CATALDO Contract No 09-204-310045	Coal Creek Thinning FM #31-045-112-09		\$	\$
ST. JOE Contract No 09-204-300555	2009 Floodwood PCT FM #30-555-112-09	736	\$	\$
ST. JOE Contract No 09-204-300556	Gramp Thin & Prune FM #30-556-112-09	245	\$	\$

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF ACRES	PRICE PER ACRE	TOTAL EXTENDED AMOUNT
PAYETTE LAKES Contract No 09-204-500344	Lost Price (cull tree removal) FM #50-344-132-09	355	\$	\$
PAYETTE LAKES Contract No 09-204-500353	Yockwah PCT FM #50-353-112-09	274	\$	\$
PAYETTE LAKES Contract No 09-204-500354	Not Flat (cull tree removal) FM #50-354-132-09	373	\$	\$
PAYETTE LAKES Contract No 09-204-500355	ERL (cull tree removal) FM #50-355-132-09	353	\$	\$
PAYETTE LAKES Contract No 09-204-500356	Jug PCT FM #50-356-112-09	24	\$	\$

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for bid award.

Those bid item(s), **NUMBER OF ACRES** must have the **PRICE PER ACRE** listed in the **PRICE PER ACRE** column, and the extended project price for each bid item in the **TOTAL EXTENDED AMOUNT** column. **TOTAL AMOUNT** for each project should be in the **TOTAL EXTENDED AMOUNT ROW**.

CONTRACTOR'S COMPANY NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

TAX ID # \_\_\_\_\_

**Precommercial Thinning/Cull Removal/Slashing/Pruning  
CONTRACT NO. 09-204**

**Bid Return Mailing Information**

Please return bid proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your bid.

Bid proposals must be received at the Directors office in Boise by 3:00 pm mst on the closing date.

Your Return address

SEALED PROPOSAL FOR  
**CONTRACT NO. 09-204**  
CLOSING DATE  
**April 17, 2009**

STATE OF IDAHO  
DEPARTMENT OF LANDS  
300 N 6<sup>th</sup> St. Ste 103  
BOISE, ID 83702

**For Federal Express or Postal Express mail to:**

Idaho Department of Lands,  
300 N. 6<sup>th</sup> Street - Ste 103  
Boise, Idaho 83702  
Phone: 208-334-0200

**Please note on the envelope:**

**SEALED BID PROPOSAL FOR CONTRACT NO. 09-204**

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# **IDAHO DEPARTMENT OF LANDS**

## **STANDARD BIDDER INFORMATION**

### **ADDENDA**

It will be the bidder's responsibility to check for any addenda prior to submitting a bid, proposal, or quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or proposal or if failure to give such information would be prejudicial to uninformed bidders.

### **BURDEN OF PROOF**

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

### **ORAL INFORMATION**

The State will not be responsible for any verbal or oral information regarding a bid.

### **BIDDER DISQUALIFICATION AND AWARD INFORMATION**

The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder or offerer. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful bidders must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a bidder or offerer to promptly supply information in connection with such a bid is reason for disqualification. Except as otherwise provided by law, information furnished by the bidder or offerer pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the bidder or offerer. Disqualification of a "lower price bid" may be pursued when a bidder's reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bid prices are considerably below department estimates and the other bid prices. The Purchasing/Contracts Agent will contact the bidder and request that they disqualify themselves by withdrawing in writing. If the bidder refuses to withdraw, the Purchasing/ Contracts Agent may notify the bidder in writing that we will not offer them a contract and proceed with an award to the next responsible bidder.

### **PARTNERSHIPS**

Contractors bidding as partners must furnish the Department the name of the partnership, names of the partners, and the partnership's Federal taxpayer I.D number. All payments will be made to the partnership.

### **INTERNAL REVENUE SERVICES REPORTING REQUIREMENT**

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

### **PUBLIC RECORDS**

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

## **WORKERS COMPENSATION INSURANCE**

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate he does not carry worker's compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the bid evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Bidder #1 bid total = \$8,000.00  
Bidder does not provide worker's compensation

Bidder #2 bid total = \$9,000.00  
Bidder provides worker's compensation

The following procedure will be used to evaluate the bid without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Bid price times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to bid price.

<u>Bidder #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus bid amount	+8,000.00
			Total bid price	\$9,674.00

Bidder #2 would be the successful bidder and furnish a certificate to the Department.

## **PREFERENCES**

Section 67-2349, Idaho Code, requires application of a preference in determining which bidder submitted the lowest responsible bid. If the bidder who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled bidders, then the State must apply a preference. The penalty applied to out-of-state bidders competing against Idaho bidders is determined by the penalty applied by the bidder's domiciliary state to its out-of-state bidders.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

## **REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION**

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid or proposal or any and all bids or proposals when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a bidder is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered



deviates to a major degree from the bid specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provide a bidder an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids, proposals, or quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the bid process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

### **BID AWARD PROCEDURES**

For contracts with a total solicitation value of \$75,000 or less, the State will mail a contract award to the successful bidder(s) within five (5) working days following the bid closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all bidders within five (5) working days following the bid closure, by mail and/or fax, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful bidder(s).

Bidders to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all bidder's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low bidder.

### **ADMINISTRATIVE APPEALS**

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**PRECOMMERCIAL THINNING, CULL REMOVAL,  
SLASHING, AND PRUNING CONTRACT**

**CONTRACT NO. 09-204**



**STATE OF IDAHO  
DEPARTMENT OF LANDS  
PRECOMMERCIAL THINNING, CULL REMOVAL,  
SLASHING, AND PRUNING CONTRACT**

**CONTRACT NO. 09-204**

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**PRECOMMERCIAL THINNING, CULL REMOVAL,  
SLASHING, AND PRUNING CONTRACT**

**CONTRACT NO. 09-204**

**DIVISION A - GENERAL**

**1. DEFINITIONS AND TERMS**

- a. Attachments: The attached project descriptions, maps, and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.
- b. State Department of Lands or IDL: Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated department representative who will provide on-the-ground administration of this contract.
- d. Contractor Representative: The Contractor's representative, authorized in writing, to be present on the project area at nearly all times and can act on the Contractor's behalf. This person must be able to speak English fluently for satisfactory communication with the Contract Supervisor.
- e. Purchasing/Contracts Agent: The contracting officer for the Idaho Department of Lands.
- f. Blister Rust Canker: Lethal blister rust cankers are defined as bole cankers and/or branch cankers located closer than six inches (6") to the main stem.
- g. Branch Collar: The basal enlargement of a branch.
- h. Buffer Zone or Buffer Strip: An untreated leave strip; no treatment (thinning/slashing) required.
- i. Crew: May be one or more individuals performing work under this contract.
- j. Crop Trees: Crop trees (leave trees) are trees to be left and will be the best dominant or co-dominant conifers of good form and vigor and are free from insects and disease.
- k. Diameter Breast Height (DBH): A point on the tree stem 4.5 feet above average ground level.
- l. Hang-ups: Partially severed stems or stems completely severed which are not placed on the ground.
- m. Lift: The height that limbs are pruned in a particular operation.
- n. Mechanical Treatment: The use of power saws, axes, pruning saws, or other approved tools to remove surplus (cut) trees, limbs, and brush.
- o. Pre-suppression Lanes: Fire trails designated in the project description and project map.
- p. Pruning: The severing of all live and dead limbs from the bole of a tree to the specified pruning height.
- q. Pruning Height: Pruning height will be determined from the uphill side of a tree.

- r. Services: Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- s. Slash: All severed trees, tops, and debris created as a result of the cutting activity.
- t. Surplus Trees: All trees which do not meet contract specifications as per the master contract and attached project description(s), and are required to be cut. Surplus trees includes trees larger than the specified minimum height and are not needed to meet spacing requirements, trees not completely severed from the stump, or cut trees with stumps not cut below the lowest live limb(s), stumps taller than the minimum height, and hang-up trees. In addition, trees that are required to be girdled, but not girdled or not girdled properly, and all hardwood species (trees and shrubs) not cut, if required, are also considered as surplus trees.
- u. Unit: The units, for purposes of this contract, are shown on the project map(s).

## 2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

## 3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

## 4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

## 5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to



discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause shall result in forfeiture of Contractor's bond.
  - (1) Failure of the Contractor to perform any of the provisions of this contract.
  - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
  - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
  - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination
- b. Upon termination, the Contractor shall:
  - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
  - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
  - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after

notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to Bid, Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

Performance bonds in the amount of ten percent (10%) of the total contract price will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

- a. Ten percent (10%) of the total bid price in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, bidders may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract
- b. The ten percent (10%) bond will be refunded to the Contractor upon satisfactory completion of all contracted projects and upon receipt of an affidavit of compliance as stipulated in Division A, paragraph 10.

26. ITEMS TO BE FURNISHED BY THE CONTRACTOR

The Contractor will furnish all labor, equipment, supervision, transportation, materials and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.

The Contractor will also provide all bilingual (English and the principal language of the crew members) supervisory personnel as specified below:

1 - 6 Crewmen = 1 Thinning Crew Supervisor  
7 - 11 Crewmen = 2 Thinning Crew Supervisors  
12 or more Crewmen = 2 Nonthinning Crew Supervisors

27. ITEMS TO BE FURNISHED BY THE STATE

The Idaho Department of Lands shall furnish:

- a. A Contract Supervisor to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- b. Copies of administrative maps and project map(s).
- c. Other items as per the project description(s).

28. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

29. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

30. FIRE PREVENTION RESPONSIBILITIES

- a. For all precommercial thinning, cull removal, slashing, and pruning projects, the Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. The State shall assume fire fighting costs for fires spreading through the slash created by the operation, provided that such fires are not a result of Contractor's operation or employees' actions; then fire costs and damages shall be the liability of the Contractor.

31. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting dates and duration of the contract are listed in the attached project description(s).

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

32. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the Idaho Department of Lands the right to cancel the contract as provided for in Division A, paragraph 19.a.(1)-(3). Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor or from the bond hereinbefore provided for in any action at law or in equity.

33. INSPECTIONS

The Contract Supervisor will inspect the contract work to determine if treatment is satisfactory. Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as contract work progresses.

If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one reinspection of the inspection plots may be requested in writing. The Contract Supervisor and Contract Representative shall together revisit the inspection plots to determine the accuracy of the inspection plots. The results of the second inspection will be used in determining payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay for the cost of reinspection.

34. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated in other portions of the contract:
  - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
  - (2) Make recommendations for payment.

35. PAYMENT PROCEDURES

- a. Payment shall be made on the satisfactory completion of each project unit as per the master contract and attached project description(s). Payment to be made at the rate(s) set forth in Schedule A attached hereto. (For slashing projects, only clauses 35.b,e,f,g,h, k and l will apply; for units to be pruned, clauses in Division A - paragraph 35 i. and j. will be used as basis for payment).
- b. The minimum acceptable standard for satisfactory work is ninety percent (90%). If work falls below ninety percent (90%), the State will inform the Contractor in writing.

- (1) If the percent satisfactory is less than ninety percent (90%) due to the cutting of too many crop trees and the unit can not be reworked, the Contractor will be penalized by reducing payment five percent (5%) for each one percent (1%) outside contract standards.

$$* \quad \text{Percent Reduction} = (90\% - \text{Percent Satisfactory}) \times 5$$

- (2) If the percent satisfactory falls below eighty percent (80%) due to the cutting of too many crop trees, there will be no payment for the thinning payment unit. The Contractor will be notified in writing immediately. If unacceptable work continues, the contract will be canceled and the performance bond forfeited.
- c. Inspection plots will be used to determine the percent satisfactory compliance. Compliance and payment for work performed will be based on the following:
- (1) 1/20<sup>th</sup> acre circular plots (26.3 foot radius horizontal distance) in units with average slopes equal to or less than 30%, or 1/50<sup>th</sup> acre circular plots (16.65 foot radius horizontal distance) in units with average slopes greater than 30% will be established to check compliance with contract specifications and as a basis for payment.
- (2) A minimum of two (2) plots for each five (5) acres accomplished will be established for 1/20<sup>th</sup> acre circular plots, and a minimum of one (1) plot for each one (1) acre accomplished will be established for 1/50<sup>th</sup> acre circular plots.
- (3) Acceptable spacing and number of trees per acre as specified in the Project Description for the area is based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE

Number of Crop Trees

<u>Spacing</u>	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
9' x 9'	480	535	590
10' x 10'	400	435	480
11' x 11'	320	360	400
12' x 12'	260	303	340
13' x 13'	220	258	300
14' x 14'	180	222	260
15' x 15'	160	194	240
16' x 16'	120	170	200
17' x 17'	110	151	180
18' x 18'	105	134	160
19' x 19'	100	121	140
20' x 20'	90	109	120

- d. The required number of crop trees per acre must fall between the maximum and minimum listed in the Per Acre Zone of Acceptance as specified by spacing in the project description.
- e. The unit is unsatisfactorily treated when sample plots reveal an average of more than one surplus tree per plot and/or when the number of crop trees plus any remaining surplus trees is outside the Per Acre Zone of Acceptance limits for the required spacing.
- f. If work on a unit or part thereof fails to meet contract specifications due to excess trees left, payment will be withheld on the unsatisfactory unit(s). The Contractor shall, at no additional expense to the State, retreat unsatisfactory units or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in paragraph 35, item j. below for work satisfactorily completed.

- g. Excess or surplus trees must be treated to the satisfaction of the State before work may be performed in any other portion of the unit or units.
- h. Inspection for acceptance of pruning performance and compliance for contract payment will be performed using the following sampling methods:
  - (1) Acceptance of pruned trees will be based on a minimum of three (3) trees per acre within each unit, or as described in the project description.
  - (2) Inspections will be made within the 1/20 or 1/50 acre fixed plots that will be taken for thinning compliance plots.
- i. Payment for acres pruned will be adjusted as follows:
  - (1) If % Satisfactory is greater than or equal to 90%, payment will be made at the contract price.
  - (2) If % Satisfactory falls below 90%, there will be no payment for the pruning unless the unit can be satisfactorily reworked by the Contractor.
- j. Payment shall be made by unit as each unit is declared satisfactorily completed by the Contract Supervisor. In the event that a unit is not completed and the State elects to terminate this contract as per Division A, paragraph 19, item c., the acreage treated will be traversed by the State, and the cost of such traverse will be deducted from the Contractor's final payment, and/or performance bond if the final payment does not cover the cost of the traverse.
- k. Any disputes on project acreage(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) in question. If the traverse acreage is within 105 percent of the contract acreage, the Contractor will pay for the cost of the traverse. If the traversed acreage exceeds 105 percent of the contract acreage, the Contractor will be paid on the basis of the traversed acreage, and there will be no charge for the traverse.

## **DIVISION B – TECHNICAL SPECIFICATIONS**

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession, the Idaho Department of Lands Forest Improvement Manual, and as directed by the Idaho Department of Lands.

### **1. LOCATIONS AND ACREAGE DETERMINATION**

- a. The unit boundaries, other than for easily identified ground features, have been marked with paint or flagging as per the project description(s).
- b. Net acreage as indicated in the project description(s) was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated as excluded areas on the project map(s).

### **2. CUTTING REQUIREMENTS**

- a. Surplus trees will be mechanically treated by completely severing the stem below the lowest live limb. "Hang-ups" or partially severed stems will not be allowed.
- b. Stump height for thinning size material will not exceed 12 inches as measured from the uphill side of the tree.



- c. Crop trees will be selected or reserved as specified in the project descriptions. Trees 6" dbh and larger shall not be cut unless otherwise specified in the project description, or is a living cull as described below.
- d. Except for crop or leave trees as specified above, mechanically remove the following:  
(Applies to thinning and cull removal)
  - (1) All whips and other surplus conifer trees to a minimum height as specified in each project description.
  - (2) All hardwood species located within 8 feet of a conifer crop tree which are, in height, within 3 feet to overtopping a crop tree.
  - (3) Trees of poor form and vigor (living culls) to include:
    - i. Trees with signs of insects and/or disease.
    - ii. Trees with excessive crooks, forks, leaning, or otherwise damaged from previous logging.
    - iii. Trees with less than twenty-five percent (25%) of total height in live green crown.
  - (4) All porcupine damaged trees.
  - (5) All trees with trunk infections including western white pine trees with lethal blister rust cankers. Western white pine will be selected as a crop tree if it appears to be blister rust resistant and is in vigorous condition.
  - (6) Girdling will be permitted where falling of the tree will cause damage to the crop tree(s). Girdle by two continuous saw kerfs no more than 6-inches apart through the cambium layer around the bole of the tree. For safety considerations, cut no more than one-inch (1") into the wood beyond the cambium layer.
  - (7) If branch pruning is done on crop trees to clear a way for cutting non-crop trees using chain saws, prune the branches within one-inch of the bole. Do not cut into the bark on the main bole. If branch pruning of western white pine crop trees for blister rust control is required, procedures will be used as per below (numbers 8 and 10), and the attached project description.
  - (8) Pruning operations shall be conducted in a manner that does not cause tree damage. All pruning for white pine blister rust control shall be performed with hand pruners, lopping shears or pruning saws as described in the project description and approved by the Contract Supervisor.
  - (9) Cutting down western white pine crop trees which do not have lethal blister rust cankers shall be considered grounds for termination of the contract and for forfeiture of the Contractor's bond.
  - (10) On western white pine trees to be pruned, all live limbs, dead limbs and needles on the main bole shall be completely severed from the tree. Branches are to be pruned to leave a flat cut surface within one-quarter inch (1/4") of the branch collar (see Attachment 2).
  - (11) Snag felling requirements, if any, will be stated in the project description(s).

3. THINNING SLASH HAZARD ABATEMENT REQUIREMENTS

- a. Designated roads and skid trails, noted on the project map, around and throughout the project area will provide access and act as additional fire trails. All felled material in or protruding over the top of cutbanks and at least two feet (2') beyond the fill side on these roads and skid trails will be removed by the Contractor and redistributed within treated area.
- b. All felled material which falls outside the unit boundaries shall be pulled back into the unit(s).
- c. Additional hazard abatement treatments are listed in the attached project description(s).

4. COMPLIANCE FOR PAYMENT

- a. Acceptance of work to be performed will be based on a series of inspection plots as per Division A, paragraph 35, item c. The type and number of inspection plots to determine contract compliance is outlined in the attached project description. At each inspection plot the State will determine and record the following:
  - (1) Total number of trees left.
  - (2) Acceptable (optimum) number of crop trees.
  - (3) Number of acceptable crop trees  $\geq 6"$  dbh that were cut.
  - (4) Number of trees left which should have been cut.
  - (5) Number of poor tree species left.
  - (6) Number of poor crop trees left.
  - (7) Number of stumps  $> 12"$  in height or cut trees with stumps not cut below the lowest live limb(s).
  - (8) Number of hardwood trees/brush which should have been cut.
- b. An inspection form (Attachment 3) will be used to sum the total number of errors and determine the percent of satisfactory work. The total errors divided by the total number of acceptable (available) crop leave trees within the plots (as described below and the project description), equals the percent unsatisfactory work. One hundred percent (100%) minus the percent unsatisfactory work equals the percent satisfactory work.

$$\begin{aligned} * \quad & \text{Percent Satisfactory} = \\ & \frac{\text{Total Number of Errors}}{\text{Acceptable \#Crop Trees}} \times 100 = \% \text{Unsatisfactory} \end{aligned}$$

$$100\% - \% \text{Unsatisfactory} = \% \text{Satisfactory}$$

\* All percentages will be rounded to the nearest whole percent.

- c. Acceptance of pruning work to be performed will be based on a series of inspection plots as per Division A, paragraph 35, item h. The type and number of inspection plots to determine contract compliance is outlined in the attached project description. At each inspection plot the State will determine and record the following items:
  - (1) Satisfactory pruned trees

Precommercial Thinning, Cull Removal,  
Slashing, and Pruning Contract  
Contract No. 09-204

- (2) Nonpruned tree(s) that should have been pruned
- (3) Pruned trees with the following deficiencies:
  - i. improper pruning height
  - ii. missed limbs or bole needles
  - iii. (c) stub length too long (includes branch splinters)
  - iv. operational damage to the tree (bole damage)
  - v. basis of payment for pruning:

Upon inspection of all plots for project work, the quality of pruning will be calculated as follows:

\* Percent Satisfactory =

$$\frac{\text{Acceptable No. of Trees Pruned}}{\text{Total No. of Trees Which Should Have Been Pruned}} \times 100 = \% \text{Satisfactory}$$

\* All percentages will be rounded to the nearest whole percent.

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed effective this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Social Security  
or Employer Number

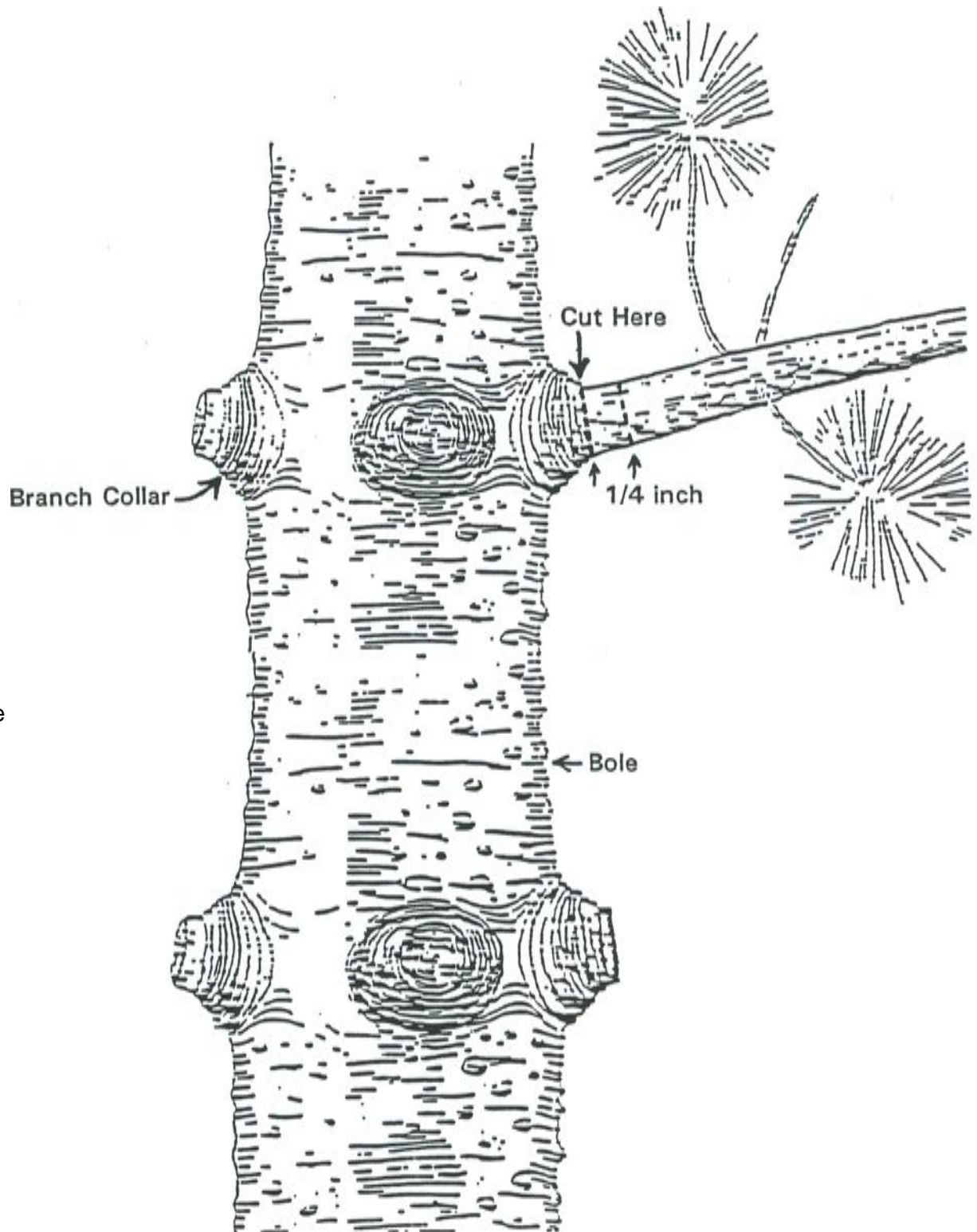
\_\_\_\_\_  
Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

\_\_\_\_\_ email if available

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## ATTACHMENT 2 WESTERN WHITE PINE PRUNING DIAGRAM



All branches  
pruned shall  
be cut within  
1/4 inch of the  
branch collar

